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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

LIAT ORSHANSKY, on behalf of  
herself and others similarly situated;  
AYANNA NOBLES, on behalf of herself  
and others similarly situated,

Plaintiffs,

v.

L'OREAL USA, INC., a Delaware  
corporation; MAYBELLINE, LLC, a New  
York limited liability company dba  
MAYBELLINE, NEW YORK,

Defendants.

Case No. 3:12-CV-06342-CRB  
*Related Case No. 3:13-cv-01911-CRB*

Hon. Charles R. Breyer

**SECOND AMENDED CLASS  
ACTION COMPLAINT FOR:**

**VIOLATIONS OF THE  
CONSUMER LEGAL REMEDIES  
ACT (CAL. CIVIL CODE §§ 1750 ET  
SEQ.)**

**BREACH OF EXPRESS  
WARRANTY**

**BREACH OF IMPLIED  
WARRANTY OF  
MERCHANTABILITY**

**UNFAIR BUSINESS  
PRACTICES (CAL. BUS. & PROF.**

**CODE § 17200 ET SEQ.)**

**FALSE ADVERTISING (CAL.  
BUSINESS & PROFESSIONS CODE §  
17500 ET SEQ.)**

**VIOLATION OF THE  
MAGNUSON-MOSS WARRANTY  
ACT (15 U.S.C. § 2301 ET SEQ.)**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs LIAT ORSHANSKY and AYANNA NOBLES (hereinafter “Plaintiffs”),  
2 on behalf of themselves and all others similarly situated, complain of Defendants  
3 L’OREAL USA, INC., a Delaware corporation, and MAYBELLINE, LLC, a New York  
4 limited liability company, dba MAYBELLINE NEW YORK (collectively, “Defendants”)  
5 as follows:

### 6 7 **JURISDICTION AND VENUE**

8 1. This Court has subject-matter jurisdiction over federal claims alleged herein  
9 pursuant to 28 U.S.C. § 1331 because those claims arise under the laws of the United  
10 States.

11 2. Subject-matter jurisdiction also exists on the basis of the Class Action Fairness  
12 Act (CAFA), 18 U.S.C. § 1332(d). This is a putative class action whereby: (i) the proposed  
13 class consists of over 100 class members; (ii) at least some of the proposed class members,  
14 including Plaintiff, have a different citizenship from Defendants; and (iii) the claims of the  
15 proposed class exceed \$5,000,000.00 in the aggregate.

16 3. This Court has personal jurisdiction over Defendants because a substantial  
17 portion of the wrongdoing alleged in this Complaint occurred in California, and Defendants  
18 are authorized to do business in California, have sufficient minimum contacts with  
19 California, and otherwise intentionally avail themselves of the markets in California  
20 through the promotion, marketing, and sale of merchandise sufficient to render the exercise  
21 of jurisdiction by this Court permissible under traditional notions of fair play and  
22 substantial justice.

23 4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 84(a) and 1391 because  
24 a substantial part of the events giving rise to this claim occurred in this judicial district.

25 5. Venue is also proper in this county pursuant to Civil Code § 1780(d) because  
26 Defendants are doing business in this county.

### 27 **PARTIES**

28 6. Plaintiff LIAT ORSHANSKY is and at all times relevant to this Complaint

1 was a resident of the County of Los Angeles in the State of California.

2 7. Plaintiff AYANNA NOBLES is at all times relevant to this Complaint was a  
3 resident of the County of Alameda in the State of California.

4 8. Defendant L'OREAL USA, INC. is a Delaware corporation doing business  
5 throughout the State of California.

6 9. Defendant MAYBELLINE, LLC is a New York limited liability company,  
7 doing business throughout the State of California.

8 **FACTS COMMON TO ALL COUNTS**

9 10. Defendants are cosmetics manufacturers whose products include New  
10 Voluminous False Fiber Lashes and Volum'Express The Falsies ("Cosmetic Products").  
11 Defendants sell the Cosmetic Products at retail stores and outlets throughout the United  
12 States such as shopping malls, drug stores, pharmacies, convenience stores, and  
13 supermarkets, and over the Internet.

14 11. Defendants market, advertise, and promote the Cosmetic Products through  
15 various media outlets, including on television and the Internet.

16 12. On their product packaging Defendants describe New Voluminous False Fiber  
17 Lashes as a mascara with a "lash sculpting formula" that "adheres to lashes for a  
18 volumized, sculpted lash effect." Defendants guarantee that "[l]ashes appear fuller, longer,  
19 sculpted and curled at every angle." The product itself shows a series of three images that  
20 depict what Defendants call the "false lashes effect": the first image depicts the "bare lash  
21 tip," the second depicts the same image but with the eyelashes elongated with a reticulation  
22 of fibers, and the final image depicts a closed eyelid with long, curved, sensual eye lashes.  
23 The product package and advertisements<sup>1</sup> also describe the product as being "[c]lump-free,  
24 [f]lake-free, [and s]mudge-free[.]" and that the product "[r]emoves easily with soap and  
25 water."  
26

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27  
28 <sup>1</sup> See <http://www.lorealparisusa.com/en/Products/Makeup/Eyes/Mascara/Voluminous-False-Fiber-Lashes->

1           13. Volum'Express The Falsies is also a mascara that Defendants guarantee on  
2 their product packaging and in advertisements<sup>2</sup> shall "provide the look of more lashes" and  
3 "instantly build volume for [a] dramatic false lash look" and "[d]ramatic false lash effect."

4           14. Defendants' advertisements misrepresent the nature and quality of the mascara  
5 products by showing models with long, sculpted, sensual eyelashes, which upon  
6 information and belief are actually false eyelashes, though these advertisements lead the  
7 audience to believe that the length and volume of the eyelashes are attributable to the use of  
8 Defendants' products.

9           15. Plaintiffs and on information and belief numerous putative class members who  
10 bought the Cosmetic Products had previously bought other and different cosmetics  
11 products also from Defendants based on similar promises, guarantees, or representations, to  
12 which, however, those other and different cosmetic products did conform.

13           16. Plaintiffs and each member of the putative class relied on Defendants'  
14 promises, guarantees, and representations as described in the preceding paragraphs in  
15 purchasing the Cosmetic Products, which, however, did not live up to Defendants'  
16 promises, guarantees, and representations, as described hereinabove. Rather, when  
17 Plaintiff and members of the putative class applied the Cosmetic Products, neither  
18 Voluminous False Fiber Lashes nor Volum'Express The Falsies cause their eyelashes to  
19 look fuller, longer, or more voluminous as though they were wearing false lashes, and in  
20 fact both mascara products caused their eyelashes to clump, flake, and break; moreover,  
21 water and soap did not easily remove the product from their eyelashes, as promised.

22           17. Upon information and belief, numerous putative class members have  
23 complained in public forums, including Defendants' websites, that the Cosmetic Products  
24 do not live up to expectations for reasons similar or identical to those stated hereinabove;

25  
26  
27 Mascara.aspx?shade=Black&cid=lorus\_rm\_Google\_Makeup+G+Eye+Makeup+Mascara+Fiber\_E  
ye+Makeup+Mascara+Fiber&gclid=CIHZ7qWa1bUCFQjhQgodnRAAwg

28 <sup>2</sup> See <http://www.maybelline.com/Products/Eye-Makeup/Mascara/Volum-Express-The-Falsies-Washable-Mascara.aspx>

1 however, Defendants have not taken any steps to cure or remedy the defects in the  
2 Cosmetic Products.

3 **PLAINTIFFS' PURCHASE OF DEFENDANTS' COSMETIC PRODUCTS**

4 18. In or around the summer of 2012 Plaintiff LIAT ORSHANSKY saw the  
5 advertisements and read the product descriptions described in paragraphs 12 and 13 above  
6 on the Internet, including but not limited to Defendants' website, and in magazines and  
7 television advertisements.

8 19. Moreover, Plaintiff ORSHANSKY saw photographic advertisements for  
9 Defendants' mascara products showing models with long, sculpted, sensual eyelashes, as  
10 described in paragraph 14 above, and based on these advertisements she believed that the  
11 length and volume of the models' eyelashes were attributable to the use of Defendants'  
12 products; however, upon information and belief, one or more of the photographic  
13 advertisements that Plaintiff saw before purchasing Defendants' mascara products, and  
14 from which she formed the foregoing understanding regarding the quality and  
15 characteristics of these products, show models wearing what are actually false lashes.

16 20. In or around the summer of 2012 Plaintiff ORSHANSKY was shopping at  
17 Target in Van Nuys, California, where she saw the Cosmetic Products on sale.

18 21. Plaintiff read product labels and packaging of the Cosmetic Products, as  
19 described in paragraphs 12 and 13 above.

20 22. Based on these product labels and packaging, the advertisements identified in  
21 paragraphs 12 through 14 above, and Plaintiff ORSHANSKY'S previous experiences using  
22 Defendants' products that conformed to representations, Plaintiff ORSHANSKY decided to  
23 purchase and did purchase the Cosmetic Products and each of them, i.e., New Voluminous  
24 False Fiber Lashes and Volum'Express The Falsies.

25 23. Plaintiff ORSHANSKY subsequently used the Cosmetic Products and each of  
26 them, but they did not conform to the representations identified in paragraphs 12 through  
27 14 above. Rather, when Plaintiff applied the Cosmetic Products, neither Voluminous False  
28 Fiber Lashes nor Volum'Express The Falsies cause Plaintiff's eyelashes to look fuller,

1 longer, or more voluminous as though she were wearing false lashes, and in fact both  
2 mascara products caused her eyelashes to clump, flake, and break; moreover, water and  
3 soap did not easily remove the product from her eyelashes, as promised.

4 24. On or around December 13, 2012, Plaintiff ORSHANSKY sent a letter to  
5 Defendants informing them that they have engaged in unfair methods of competition and/or  
6 deceptive acts or practices and/or have breached implied or express warranties in violation  
7 of various statutes, including but not limited to Civil Code section 1770, in connection with  
8 the sale of the Cosmetic Products and requested that they correct, repair, replace, or  
9 otherwise rectify the Cosmetic Products within 30 days of receipt of the letter or Plaintiffs  
10 would seek actual, punitive, and statutory damages as appropriate on behalf of themselves  
11 and similarly situated consumers.

### 12 **CLASS ALLEGATIONS**

13 25. Plaintiffs bring this action as a class action pursuant to Federal Rule of  
14 Procedure 23(b)(2) and 23(b)(3). Plaintiffs bring this action on their own behalf and as a  
15 class action on behalf of all persons who purchased any or all of the Cosmetic Products in  
16 the United States within the longest time period permissible pursuant to any and all statutes  
17 of limitation. Plaintiffs also bring this action on behalf of a subclass of all persons who  
18 purchased any or all of the Cosmetic Products in the State of California within the longest  
19 time period permissible pursuant to any and all statutes of limitation. Plaintiffs reserve the  
20 right to amend or modify the class description with greater specificity or further division  
21 into subclasses or limitation to particular issues.

22 26. The classes exclude counsel representing the classes; governmental entities;  
23 Defendants and any entity in which Defendants have a controlling interest; Defendants'  
24 officers, directors, affiliates, legal representatives, employees, co-conspirators, successors,  
25 subsidiaries, and assigns; any judicial officer presiding over this matter and the members of  
26 their immediate families and judicial staff; and any individual whose interests are  
27 antagonistic to other putative class members.

28 27. Numerosity: The proposed classes are so numerous and spread out to such a



1 degree across the United States that individual joinder of all its members is impracticable.  
2 Upon information and belief the classes comprise many thousands of members. While the  
3 exact number and identities of the putative class members are unknown at this time, such  
4 information can be ascertained through appropriate investigation and discovery. The  
5 disposition of the claims of the class members in a single class action will provide  
6 substantial benefits to all parties and to the Court.

7 28. Typicality: Plaintiffs' claims are typical of the claims of all putative class  
8 members in that Plaintiffs and putative class members suffered similar damages resulting  
9 from a single, continuing course of conduct by Defendants.

10 29. Adequacy of Representation: Plaintiffs will fairly and adequately represent  
11 and protect the interests of the class. Plaintiffs have retained counsel with substantial  
12 experience in prosecuting complex lawsuits and class actions. Plaintiffs and their counsel  
13 are committed to vigorously prosecuting this action on behalf of the class and have the  
14 financial resources to do so. Neither Plaintiffs nor their counsel have any interests adverse  
15 to the class.

16 30. Superiority of Class Action and Impracticability of Individual Actions:  
17 Plaintiffs and the members of the putative class have suffered, and will continue to suffer,  
18 harm as a result of Defendants' unlawful, fraudulent and unfair conduct. A class action is  
19 superior to other available methods for the fair and efficient adjudication of the  
20 controversy. Individual joinder of all members of the putative class is impractical. Even if  
21 individual members of the putative class had the resources to pursue individual litigation, it  
22 would be unduly burdensome to the courts to be faced with potentially hundreds of  
23 thousands individual cases. Individual litigation magnifies the delay and expense to all  
24 parties in the court system of resolving the controversies engendered by Defendants'  
25 common course of conduct. The class action device allows a single court to provide the  
26 benefits of unitary adjudication, judicial economy, and the fair and equitable handling of all  
27 claims of putative class members in a single forum. The conduct of this action as a class  
28 action conserves the resources of the parties and of the judicial system, and protects the



rights of the putative class members.

31. Common Questions of Law and Fact Predominate: Questions of law and fact common to the claims of Plaintiffs and putative class members predominate over any questions of law or fact affecting only individual members of the putative class. Common questions of law and fact include but are not limited to the following:

- a. Whether Defendants breached express warranties made to Plaintiffs and the putative class about the Cosmetic Products;
- b. Whether Defendants breached the implied warranty of merchantability with regard to Plaintiffs and putative class members;
- c. Whether Defendants' conduct was a "fraudulent practice" within the meaning of the UCL in that it was likely to mislead consumers;
- d. Whether Defendants' conduct was an "unfair practice" within the meaning of the UCL in that it offended established public policy and is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers;
- e. Whether Defendants' conduct was an "unlawful" practice within the meaning of the UCL;
- f. Whether Defendants' conduct was likely to deceive a consumer acting reasonably in the same circumstances;
- g. Whether Defendants advertise or market the Cosmetic Products in a way that is false or misleading;
- h. Whether Defendants violated California Business and Professions Code § 17500 et seq.;
- i. Whether Defendants violated California Civil Code § 1750 et seq.;
- j. Whether Plaintiffs and members of the putative class are entitled to restitution, injunctive, declaratory and/or other equitable relief;
- k. Whether Defendants violated the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.; and
- l. Whether Plaintiffs and the members of the class sustained monetary loss.

32. Notice: Notice can be provided via publication, including but not limited to Internet publication, and corrective advertising such as notification where the Cosmetic Products are sold.

**FIRST CAUSE OF ACTION FOR  
VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT,  
CIVIL CODE § 1750 ET SEQ.**

**(Brought on Behalf of the California Subclass)**

33. Plaintiffs incorporate here by reference the allegations in paragraphs 1 through 32 above.

34. This cause of action is brought for violations of the Consumer Legal Remedies Act ("CLRA"). Plaintiffs bring their cause of action on their own behalf and on behalf of all similarly situated consumers within the meaning of Civil Code § 1781.

35. As set forth herein, Defendants violated and continue to violate the CLRA by engaging in the following practices among others proscribed by California Civil Code § 1770(a) in transactions that were intended to result in and did result in the sale of the Cosmetic Products to consumers:

- (a) representing that the Cosmetic Products have characteristics and benefits that they do not have;
- (b) representing that the Cosmetic Products are of a particular standard, quality, or grade, which they are not;
- (c) advertising the Cosmetic Products with an intent not to sell them as advertised; and
- (d) representing that the Cosmetic Products have been supplied in accordance with previous representations that they have not.

36. Defendants knew or should have known that their representations and advertisements regarding the Cosmetic Products were false and misleading.

37. As a direct and proximate cause of Defendants' violation of the CLRA as alleged hereinabove, Plaintiffs and members of the putative class have suffered damages,

1 including but not limited to inducing them to purchase goods that did not conform to  
2 Defendants' representations and thereby incur a pecuniary loss.

3 38. Pursuant to California Civil Code § 1780, Plaintiffs, on behalf of themselves  
4 and the putative class, seek damages, restitution, injunctive relief, punitive damages,  
5 attorneys' fees, and the costs of litigation.

6 39. On or about December 13, 2012, Plaintiffs, on behalf of themselves and the  
7 putative class, sent by certified registered mail return receipt requested a notice and demand  
8 pursuant to California Civil Code § 1782 notifying Defendants that they are in violation of  
9 the CLRA and must correct, repair, replace, or otherwise rectify the Cosmetic Products.  
10 Defendants were further advised that in the event the relief requested has not been provided  
11 within 30 days, Plaintiffs would seek monetary damages pursuant to the CLRA. If  
12 Defendants fail to rectify or agree to rectify the problems associated with the actions  
13 detailed above or give notice to all affected consumers within 30 days of the date of the  
14 written notice pursuant to California Civil Code § 1782, Plaintiffs will seek actual,  
15 punitive, and statutory damages as appropriate.

16  
17 **SECOND CAUSE OF ACTION FOR**  
18 **BREACH OF EXPRESS WARRANTY**  
19 **(Brought on Behalf of the Nationwide Class)**

20 40. Plaintiffs incorporate here by reference the allegations in paragraphs 1 through  
21 39 above.

22 41. By and through the conduct alleged in this Complaint, Defendants made the  
23 express warranties to Plaintiffs and each member of the Class as described hereinabove  
24 about the Cosmetic Products, and these express warranties became part of the basis for the  
25 bargain whereby Plaintiffs and members of the putative class purchased the products.

26 42. Defendants breached these express warranties because the Cosmetic Products  
27 did not conform to Defendants' promises, guarantees, and representations, as described  
28 hereinabove.

1           43. As a direct and proximate cause of the Defendants' breach, Plaintiffs and  
2 members of the Class suffered damages in an amount to be proven at trial because that they  
3 would not have purchased the Cosmetic Products if the true facts about those products had  
4 been known.

5           44. Plaintiffs, on behalf of themselves and the putative class, seek damages,  
6 restitution, injunctive relief, punitive damages, attorneys' fees and costs of litigation.

7                                   **THIRD CAUSE OF ACTION FOR**  
8                                   **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
9                                   **(Brought on Behalf of the Nationwide Class)**

10           45. Plaintiffs incorporate here by reference the allegations in paragraphs 1 through  
11 44 above.

12           46. Plaintiffs and members of the putative class purchased consumer goods,  
13 namely, the Cosmetic Products.

14           47. At the time that Plaintiffs and each member of the putative class purchased the  
15 Cosmetic Products, Defendants were in the business of manufacturing the Cosmetic  
16 Products.

17           48. The Cosmetic Products were not adequately contained, packaged, or labeled  
18 and/or did not measure up to the promises or facts stated on the container or label and/or  
19 were not fit for the ordinary purposes for which such goods are used or were supposed to  
20 be used owing to Defendants' misrepresentations regarding the Cosmetic Products, as  
21 alleged hereinabove.

22           49. As a direct and proximate result of Defendants' actions, Plaintiffs and the  
23 members of the putative class have suffered damages in an amount to be proven at trial  
24 because that they would not have purchased the Cosmetic Products if the true facts about  
25 those products had been known.

26           50. Plaintiffs, on behalf of themselves and the putative class, seek damages,  
27 restitution, injunctive relief, punitive damages, attorneys' fees and costs of litigation.

**FOURTH CAUSE OF ACTION FOR  
UNFAIR BUSINESS PRACTICES UNDER  
CAL. BUS. & PROF. CODE § 17200 ET SEQ.  
(Brought on Behalf of the California Subclass)**

51. Plaintiffs incorporate here by reference the allegations in paragraphs 1 through 50 above.

52. The wrongful acts of Defendants alleged herein were fraudulent, unfair, and unlawful business acts and practices in violation of UCL.

53. Defendants' conduct described above constitutes a fraudulent business practice within the meaning of the UCL because it is likely to deceive a reasonable consumer. Plaintiffs and each member of the putative class were fraudulently induced to buy the Cosmetic Products based on Defendants' representations, as alleged hereinabove.

54. Defendants' conduct described above also constitutes an unfair business practice within the meaning of the UCL. The potential harm that consumers will be deceived into buying products that do not meet Defendants' representations is substantially injurious to consumers, violates public policy, and is immoral, unethical, oppressive, and unscrupulous, because the gravity of the conduct outweighs any alleged benefits attributable to such conduct.

55. Defendants' acts and practices described above were also unlawful in that they constitute violations of California False Advertising Law, Cal. Bus & Professions Code § 17500; the Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq.; the Song-Beverly Act, Cal. Civ. Code §§ 1790 et seq.; and the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.

56. Plaintiffs and each member of the putative class suffered an injury in fact and lost money or property as a result of the Defendants' wrongful business practices because they were induced to purchase products that they would not have otherwise purchased if they had known the truth about the products.

57. Plaintiffs and each member of the putative class are therefore entitled to

1 restitution of all amounts wrongfully obtained by Defendants. Plaintiffs and each putative  
2 class member are also entitled to disgorgement of all profits wrongfully obtained by  
3 Defendants, in an amount to be proven at trial.

4 58. Plaintiffs and each member of the putative class are entitled to injunctive relief  
5 to prevent Defendants from engaging in the fraudulent, unfair, and unlawful practices  
6 described above.

7 **FIFTH CAUSE OF ACTION FOR**  
8 **FOR FALSE ADVERTISING UNDER CALIFORNIA**  
9 **CAL. BUS. & PROF. CODE § 17500 ET SEQ.**  
10 **(Brought on Behalf of the California Subclass)**

11 59. Plaintiffs incorporate here by reference the allegations in paragraphs 1 through  
12 58 above.

13 60. Defendants committed acts of false advertising, as defined by Bus. & Prof.  
14 Code 17500 et seq. by using false and misleading statements to promote the sale of the  
15 Cosmetic Products, as described hereinabove.

16 61. Defendants knew or should have known through the exercise of reasonable  
17 care that the statements were untrue and misleading.

18 62. Defendants' actions in violation of Cal. Bus. & Prof. Code § 17500 were false  
19 and misleading such that the general public was likely to be deceived.

20 63. As a direct and proximate result of these acts, Plaintiffs have suffered injury in  
21 fact and has lost money or property. Consequently, Plaintiffs bring this cause of action on  
22 behalf of themselves and the putative class and on behalf of the common or general interest  
23 and seeks restitution, disgorgement, injunctive relief, and all other relief allowable under  
24 §17500 et seq.

**SIXTH CAUSE OF ACTION FOR  
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT, 15 U.S.C. § 2301  
ET SEQ.**

**(Brought on Behalf of the Nationwide Class)**

64. Plaintiffs incorporate here by reference the allegations in paragraphs 1 through 63 above.

65. Defendants' written affirmations of fact, promises, and/or descriptions as alleged herein are written warranties as to the nature, quality, and character of the Cosmetic Products, and/or there exists an implied warranty for the sale of such products within the meaning of the Magnuson-Moss Warranty Act ("MMWA").

66. As detailed above, Defendants breached these express and/or implied warranties in that the Cosmetic Products do not conform to the representations made by Defendants and/or were not fit for their intended use.

67. Resorting to any informal dispute settlement procedure and/or affording Defendants another opportunity to cure these breaches of warranties is unnecessary and/or futile. Any remedies available through any informal dispute settlement procedure would be inadequate under the circumstances because Defendants have failed to remedy the misleading labeling of multiple Cosmetic Products despite knowledge that they are misleading owing to numerous complaints made by consumers and despite Plaintiffs' having given notice of defects on or around December 13, 2012, as allege hereinabove.

68. As a result of Defendants' breach of warranty, Plaintiffs and members of the putative class have sustained damages and other losses in an amount to be determined at trial and are therefore entitled to damages, equitable relief, attorneys' fees, costs of litigation, and/or other relief as is deemed appropriate.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for the following relief:

a. For an order certifying that this action may be maintained as a class action;



- 1           b.     For damages in an amount to be proven at trial;
- 2           c.     For punitive damages in an amount to be proven at trial;
- 3           d.     For restitution of all amounts wrongfully obtained by Defendants
- 4 through their fraudulent, unfair, and unlawful business practices;
- 5           e.     For an award of suitable equitable, injunctive and declaratory relief,
- 6 including but not limited to ordering Defendants to engage in a corrective advertising
- 7 campaign;
- 8           f.     For prejudgment and post-judgment interest;
- 9           g.     For reasonable attorneys' fees and costs; and
- 10          h.     For such other and further relief as is just and appropriate.
- 11
- 12

13 Dated: October 1, 2013

**ONE LLP**

14

15 By: /s/ Peter R. Afrasiabi

16 Peter R. Afrasiabi

17 Attorneys for Plaintiff

18 LIAT ORSHANSKY and the Putative

19 Class

20 **THE TERRELL LAW GROUP**

21

22 By: /s/ Reginald V. Terrell

23 Reginald V. Terrell

24 Attorneys for Plaintiff

25 AYANNA NOBLES and the Putative

26 Class

27

28

**JURY DEMAND**

Plaintiffs hereby demand a jury trial on all issues so triable.

Dated: October 1, 2013

**ONE LLP**

Bv: /s/ Peter R. Afrasiabi  
Peter R. Afrasiabi  
Attorneys for Plaintiff  
LIAT ORSHANSKY and the  
Putative Class

**THE TERRELL LAW GROUP**

Bv: /s/ Reginald V. Terrell  
Reginald V. Terrell  
Attorneys for Plaintiff  
AYANNA NOBLES and the  
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